



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region8

CONSENT FOR ACCESS TO PROPERTY

RIGHT OF ENTRY TO PREMISES:

The Property Owner (the Grantor) consents to and authorizes the United States Environmental Protection Agency (EPA) and its authorized representatives and their contractors (collectively the Grantee), to enter and perform certain environmental sampling activities upon the following premises:

Owner's Name: Sunnyside Gold Corporation

Property Covered By this Consent (Property): (property description, parcel ID or mine claim)

Eureka Townsite Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6.
(see Figure A.7-6 and Eureka Townsite plat map)

PURPOSE OF RESPONSE ACTIVITIES:

The EPA is requesting access to collect water quality, flow measurements, and collect sediment and soil samples to determine contaminant concentrations in streambed sediments, determine metals contamination on waste deposits and tailings piles areas, and to determine the nature and extent of contamination near the Animas River and tributaries at your property, hereinafter generally referred to as "the Work". The Work may include any of the following:

- Access the sample locations by foot to collect water samples, pore water samples, flow measurements and collected soil and sediment samples.
- Access select locations by a wheeled, standard size backhoe for digging test pits and collecting soil and sediment samples at the surface (zero to six inches) and one-foot depth intervals to groundwater.
- Conduct sampling events during the high flow period (spring runoff) and in the low flow period (fall/winter) to collect samples and flow measurements.

ENVIRONMENTAL RESPONSE ACTIVITIES:

By signing this Consent for Access, the Property Owner is granting EPA, its employees, its representatives including the United States Geological Survey (USGS), United States Fish & Wildlife Service (USFWS), Bureau of Land Management (BLM), the Colorado Department of Public Health and Environment (CDHPE) and the Colorado Division of Reclamation, Mining & Safety (CDRMS), and their contractors the non-exclusive right to enter the Property, at all reasonable times and with prior notice, for the sole purpose of conducting the Work described above. This consent for access (Consent) shall remain in effect for a period of one (1) year from the date of signature of this Consent.

AGREEMENT NOT TO INTERFERE

The Property Owner agrees to not interfere or tamper with any of the water quality and sediment

sampling activities, or the equipment used to perform the sampling activities.

This written permission is given voluntarily with knowledge of the right to refuse and without compulsion or promises of any kind. The Property Owner understands that if there is any damage by the Work conducted by EPA or their authorized representatives, contractors, or sub-contractors then EPA or authorized representatives, contractors or sub-contractors shall promptly repair such damage to the extent practicable.

LIABILITY

The Property Owner realizes that the Work is undertaken pursuant to EPA's response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA or 'Superfund'), 42 U.S.C.9601 et seq. By granting this access to and use of the Property for the Work, the Property Owner assumes no responsibility or liability for any claims, losses, damages, costs, expenses or lawsuits which may be asserted or brought against or incurred by the Property Owner from or by third parties with respect to any acts or omissions in or related to the Work or any other activity on or about the Property as authorized under this Consent for Access.

INSURANCE

EPA shall require its general contractor and subcontractors to secure, pay for and maintain during the term of this Consent the following insurance in the following minimum amounts, with respect to claims and liabilities arising from any activities on the Property by such general contractor, subcontractors or anyone directly or indirectly employed by them exercising the access rights granted by this Consent:

Commercial general liability insurance (including coverage against bodily injury or death, property damage and contractual liability) in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

All of the policies for the foregoing insurance shall be with companies licensed in the State of Colorado and reasonably acceptable to the Property Owner, shall name the Property Owner as an additional insured and shall provide that the Property Owner shall be given ten (10) days' prior written notice of any alteration or termination of coverage. EPA shall promptly furnish the Property Owner with evidence of any of the foregoing insurance policies upon the Property Owner's request.



Signature _____ **Date** _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Accepted by:

U.S. Environmental Protection Agency:

By: _____

Name: _____

Title: _____

After signing, please return to:

Paula Schmittiel, Remedial Project Manager
U.S. Environmental Protection Agency
1595 Wynkoop St.
Denver, Colorado 80202-1129
Mail Code: 8EPR-SR
Office Phone: 303-312-6861
Cell Phone: 720-951-0795
Email: schmittiel.paula@epa.gov

or

Liz Fagen, Remedial Project Manager
U.S. Environmental Protection Agency
1595 Wynkoop St.
Denver, Colorado 80202-1129
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